

NEW AGREEMENT FOR HILB WHARF

Details Practically Decided on and Contract and Plans Submitted.

(From Thursday's Advertiser.)

The harbor commission had a meeting yesterday afternoon, as a result of which substantial progress was made toward arriving at an agreement and form of contract with the Hilo Railroad Company concerning the Hilo wharf.

Early in the meeting it appeared, for awhile, as though the parties were further apart than ever, by reason of the form of the resolution passed by the board at its last meeting in which it was stated that a certain form of contract with the railroad company had

The new form of the railroad company had been "adopted," by the board, from which it appeared that the attitude of the board was an attempt to dictate terms on a "take it or leave it" basis.

It turned out, however, that the board did not mean it in this sense, but had intended to submit a form for consideration by the railroad company. The resolution was amended to convey this meaning.

The new form of contract submitted by the railroad company covered considerable detail, while the form submitted by the board was exceedingly meager, it having been intimated that the details covered by the railroad form, were most of them proper sub-

jects, for an understanding, but that they should rather be in the rules governing the wharf than in the contract.

A communication from the board to the railroad did not, however, submit any form of proposed rules, nor did either the communication or the proposed contract set forth the number and arrangement of tracks; the number or location of sheds, nor arrangement of loading machinery, in sufficient detail to suit the railroad.

For More Detail

The railroad company, therefore, asked the commission to include in the contract a more detailed description of the number and location of tracks; the arrangement of sheds and of type and location of mechanical freight handlers, and also to submit to the railroad company a form of the rules and regulations which the board proposed that the railroad would have to operate under, upon the wharf.

After a considerable discussion it was discovered that the opinions of the board and the desires of the railroad company as to the type of wharf and arrangements of the tracks, sheds, power machinery and other details, were practically the same; and it was mutually agreed that the form of contract should be amended to conform to this mutual understanding.

The railroad company asked that among the rules to be adopted there

be included rules governing the segregation of incoming and outgoing freight; the granting of preference rights to deep sea schedule steamers; the operation of cars making direct delivery thereto; and that a drettoagreement be now entered into as to the ways, means and method of handling the sugar handling machinery.

It was agreed by the board that the request of the railroad for a copy of the proposed rules and regulations, before the contract was arrived to, was a reasonable request.

Meanwhile, it was mutually agreed that the drafting of plans for the wharf should proceed, on the general lines heretofore advocated by the railroad company, with the amendment that the wharf should be 200 feet wide and 1400 feet long, instead of 180 feet wide and 1000 feet long, as was originally suggested by the railroad company. This increase in size provides two deep-water berths and one for inter-lake

Those "Preference Rights."

Attorney Hemenway and Vice President McLean of the Inter-Island Steamship company, and T. H. Petrie, representing the Matson Navigation Company, were present at the meeting, but did not take part in the discussion. They

will also other steamship representatives on the subject raised by the application of the American-Hawaiian Steamship Company for a "preference berth" at the proposed Hilo wharf.

asked the harbor commission for a statement of policy by the board in order that his company might make early arrangements for its future operations at Hilo, as its business absolutely requires speedier handling of sugar cargoes.

A. H. Application.

The local representative of the American-Hawaiian, in his written application, said:

"As you are aware, the above named

company is operating a line of steamers from the Hawaiian Islands to the Isthmus of Tehuantepec, the principal freight, sugar, being then transported across the isthmus to steamers running from the Isthmus to the Atlantic seaboard.

"The large amount of freight involved requires an exact schedule to enable the two sets of steamers to make close connections. Unless this close schedule is maintained, it would demoralize the entire business of the company. The business of the company is constantly increasing, requiring a shorter and shorter schedule to meet the transportation necessities. For example, last year the schedule called for a steamer

leaving Hilo every twelve days; this year the schedule calls for a steamer leaving Hilo every eleven days, and such schedule would be subject to

In a Letter to the Star He Corrects His Former Statement and Endorses Sanitation Committee's Work

was waged under the best scientific experts obtainable. All the bananas in the place were sacrificed and none have been allowed since. What Durban can stand is certainly not too hard for Honolulu. Having practically exterminated the calopus in Panama, the authorities have permitted the replanting of bananas and it is hoped that the same success here will also attend the replanting.

may be doing some time here. The board of health and the committee are united in believing that the sacrifice of the banana was absolutely necessary to rid Honolulu of the calopus. The basis of their convictions largely upon the opinion of the effect of the diet of Hilo, where the calopus has not been known, and the inadequate more thoroughly a subject of special study than the local entomologists consulted early in the campaign by the committee. The arrival of Doctor Perkins at this time should soon place in opinion of the highest authority on this question after he has had time to address himself thereto. After listening patiently to all that

the community, particularly on this head, and my conviction that under stress of the emergency presented by what the entire community felt to be a very threatening danger present at the doors, the board of health was justified in directing in part its campaign against the standing bananas. With the crisis past, the value of the grubbing out order was not made so clear. The conference showed one thing distinctly: that if the board of health had, from the first, taken the people of Honolulu into its confidence and endeavored to enlist and maintain their loyal cooperation in the campaign, say by means of a daily bulletin or statement sent to the press, the widespread distrust would have been obviated. On the contrary, the public was told that

the country, the public was told that the government was "kicking the can down the road." A kind of "fact" would encounter "reality," sharpened emotions would be aroused. This spirit infected the employees and antagonism was at once aroused. Somehow the cooperation of the entomologists was not secured and they were lined up with the opposition. It appeared to many of the people, who may, of course, have been mistaken, that the attitude of the authorities was:

"We know it all, and whether you like it or not, we are going to have it our way. The board of health derives all its power from the people, and its first duty is to keep the public confidence. If it

Through this impression as to the attitude of the health authorities may have been justified in this part it is certainly true that yesterday the committee exhibited a readiness to tell all, to conceal nothing, to make clear the grounds for its action and to welcome cooperation of effort. The effect of such spirit was to arouse the desire to grub banana roots if necessary to secure united local community.

nity attitude. To it not time to abandon the military, "mind or you'll be shot" attitude, share with the people the best wisdom of health board and committee, secure the cooperation of our entomologists, enlist all the daily press in a campaign both of sweet reasonableness and rigid determination to be rid of the mosquito and awake the loyalty of every public-spirited citizen in support of this movement on behalf of the common weal? The committee certainly seems to be of this mind and if this can be evident to the public, the community will back up our health authorities enthusiastically.

DOREMUS SCUDDER.

future shipping facilities at that port."

Provoked Discussion.

The application of the A.-H. company brought up for discussion the whole question of preference rights to steam-

ers both Honolulu and Hilo. In this connection Chairman Campbell brought to the attention of the board the fact that formal applications had been made some time ago by both the Matson Navigation Company and the Toyon Kisen Kaisha for preference rights at Honolulu wharves and the same had been granted by the superintendent of public works.

Mr. Campbell submitted copies of the application and grant in the form of correspondence. These were considered with much interest by the board, as, at recent meetings quite a number of proposals of Japanese companies for carrying mail had been received.

operating to Honolulu, stated in open meeting of the board that their companies had no preference rights at Honolulu wharves and that such rights were of no value, anyway.

In their application for preference berths at the Brewer wharf dated November 20, 1907, Castle & Cooke, agents for the Matson company, stated that

they wished a preferential right at all times to dock vessels and steamers operating at this wharf; also to have for their exclusive use and occupation an office on the wharf, under lock and key, and space entirely under their control, for the storage of gear, etc., it being understood that the

The superintendent of public works granted the Matson company the same rights to use the wharf as the other companies have similar rights to the company in the use of the Backfield wharf. He called it an "assignment of berth" rather than preference berth. Similar preference rights have been granted to the Occoquid company, which has its office on the wharf; to the Toyo Kisen and Pacific Mail companies and to the Inter-Island company.

Irving B. Dudley, United States ambassador to Brazil, who died in Baltimore, practiced law in San Diego, California previous to his entering the diplomatic service.

Slide Case Settled Out of Court
—Other Matters in Federal Court Today.

(From Thursday's Advertiser.)
With David T. Fullaway, entomologist of the United States Agricultural Experiment Station, on the witness stand, the friends of the much discussed banana plant had their inning yesterday afternoon in Judge Cooper's court. The case on trial was that of the banana plant, which was charged with the murder of the banana plant.

the Territory against George Lucas charged with maintaining banana plants near his home in violation of the recent regulation adopted by the board of health. Fullaway, first, last and all the time, was of the opinion that banana trees didn't furnish breed-

The entomologist was examined by Attorney E. C. Peters, who appears as counsel for Leake. Peters first asked

counsel for Ideas. Peters first estab-
 lished the qualifications of the witness
 and then examined him at great length
 about the life-history and habits of
 various species of mosquitoes, and
 about the results of his examinations of
 banana trees in and about Honolulu.

Fullaway testified that he had examined a hundred banana trees, and hadn't found any mosquitoes in any of them. It appeared that as to some

of them he had followed a different method from that which Entomologist Swezey testified was his. Swezey admitted on cross-examination that he had not preserved any of the water in banana plants, but had looked in the "cups" and stripped the leaves off, allowing the water to run away.

Fullaway said that he had examined fourteen banana plants in a different way. He had cut off the tops of the trees, below the "cup," and preserved the whole business, water and all, placing the contents in jars. "I found no mosquito larvae in any of them," he said, "and then I gave it up."

in the room beneath where he was testifying are rows of jars containing larvae which witnesses will swear were taken from banana plants, hence the case seems likely to present a considerable conflict of testimony.

Fullaway showed himself a confident witness, and appeared to have an amount of technical knowledge at his tongue's end. He gave figures as to the time required for the development of the adult mosquito as follows: Culex, egg stage one day, larvae stage fifteen days, pupa stage two days; Stegomyia, egg stage five to six days, larvae stage

In reply to a question from Judge Cooper, he said that once the process of incubation started, continuous immersion in water was necessary to pre-

The witness expressed the opinion that the 150 feet regulation was valueless. He thought the mosquitoes would fly further than 150 feet. The way to get rid of the mosquitoes was to de-

Plenty of Water There.

In nearly all the banana plants he examined, Mr. Fullaway found water, though rarely more than would fill an inkstand. He did not say how long it would stay, but thought that the evaporation was fast.

Asked why he thought that mosquitoes did not breed in the water in the "cups" in banana plants, the witness said that one reason was that there were a hundred better places for them to breed in. Other reasons were that he didn't think the water lasted long enough, that the plants were moved by the wind and that the quantity of water was very small. Among the hundred other breeding places, he mentioned troughs, tin cans, gutters, cesspools, storm sewers, mud puddles, puddles be-

In reply to a question by Peters, the witness said he thought that a spray could be used effectively to prevent mosquitoes breeding in banana plants.

Peters had not closed his examination when court adjourned for the day.

OPIUM FOUND ON STEAMSHIP LURLINE

Again opium has been found on a local steamer plying between San Francisco and Honolulu, this time it being the Lurline from which thirty-six tinns were taken, hidden in two boxes of apples, and yesterday afternoon Lee Wah Ching was arrested charged with concealing opium.

Care was taken in packing the dope so it being hidden away between layers of apples, and but for the inspectors made here of all fruit arriving from the Coast the opium would have been taken ashore without any trouble and under the eyes of the officials.

This consignment is valued at about \$2,000 and is the biggest seizure made for some time.

Matters have been quiet in the opium smuggling game for some time but it appears that different methods are being employed in bringing in the dope from the Coast, and the officials of Uncle Sam have got to look in more

There has been a fifty per cent reduction in the desertions from the United States army.

The advertisement features two boxes of Cuticura Soap. The top box is labeled 'CUTICURA' and 'THE ITCHING CURE'. The bottom box is labeled 'CUTICURA SOAP MEDICINAL TOILET' and 'PRICE 25 CENTS'. To the right of the top box is an illustration of a woman sitting on a toilet. To the left of the bottom box is an illustration of a woman washing her face in a basin.

For every use in preserving, purifying and beautifying the skin, scalp, hair and hands of infants, children and adults, Cuticura Soap and Cuticura Ointment have no rivals worth mentioning. For affections of the skin and scalp of young and old that torture, disfigure, itch, burn, crust and scale, they succeed when all else fails.

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